UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES S
SAN FRANCISCO BRANCH

UNITED STATES POSTAL SERVICE

and Case 28-CA-128635

NATIONAL ASSOCIATION OF LETTER CARRIERS, CARL J. KENNEDY, BRANCH 704, AFFILIATED WITH NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

Kristin White, Esq.,
for the General Counsel.
Nathan Solomon, Esq., of St. Louis, Missouri,
for the Respondent.

DECISION

Statement of the Case

JOHN J. MCCARRICK, Administrative Law Judge: This case was tried in Tucson, Arizona on March 31, 2015, upon the amended complaint in Case 28-CA-128635 issued on March 11, 2015, by the Regional Director for Region 28.[1]

The amended complaint alleges that the United States Postal Service (Respondent) violated Section (8)(a)(1) of the Act by conditioning the furnishing of information upon the National Association of Letter Carriers, Carl J. Kennedy Branch 704, affiliated with National Association of Letter Carriers, AFL–CIO (Union) filing an unfair labor practice charge with the Board and Section 8(a)(5) of the Act by failing to furnish and unreasonably delaying furnishing the Union with necessary and relevant information it requested.

Respondent filed a timely answer to the amended complaint and in Joint Exhibit 12 at subparagraph II, 6 admitted the allegations in amended complaint paragraphs 7(l) and (m), otherwise stating it had committed no wrongdoing.

[1] The amended complaint was further amended at hearing to reflect par. 6 to read "on or about late April or early May 2014." In Jt. Exh. 12 at subpars. II, 8 and 9, General Counsel agreed to withdraw amended complaint pars. 7(a), (b), (c)(3), (g), (h), and (k).

Findings of Fact

Upon the entire record herein, including the briefs from the counsel for the General Counsel and Respondent, I make the following findings of fact.

I. Jurisdiction

In its answer Respondent admitted it provides postal services for the United States of America, and in the performance of that function, has operated various facilities throughout the United States, including facilities located in Tucson, Arizona.

Based upon the above, the Board has jurisdiction over Respondent under Section 1209 of the PRA.

II. Labor Organization

Respondent admitted and I find that the National Association of Letter Carriers, Carl J. Kennedy Branch 704, affiliated with National Association of Letter Carriers, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.

III. The Alleged Unfair Labor Practices

A. The Facts

As a result of General Counsel's withdrawal of amended complaint paragraphs 7(c)(3), (g), (h),and (k) and Respondent's admission of amended complaint paragraphs 7((d), (e), (l), and (m), the issues herein have been narrowed to whether Respondent violated Section 8(a)(1) of the Act as alleged in amended complaint paragraph 6 by telling the Union it had to file a charge in order to receive requested information and Section 8(a)(5) of the Act as alleged in amended complaint paragraphs 7(c)(1) and (2), 7(i), and 7(j) by refusing to provide and unreasonably delaying in providing a copy of an OIG Report on employee Absalom "Abe" Valenzuela (Valenzuela) and a copy of unedited video regarding OWCP investigation regarding Valenzuela.

1. The Valenzuela Grievance

Valenzuela has been a mail carrier at Respondent's Sun Station in Tucson, Arizona, since October 2001. In November 2007, Valenzuela's ankle was injured while at work and on December 2007, Valenzuela was accepted by the Department of Labor into medical care only status. This resulted in Valenzuela being given medical restrictions on his job duties. In June and November 2013 Valenzuela's physicians, Dr. Roy Gettel (Gettel), and Dr. John Meaney (Meaney), directed Valenzuela to take time off whenever Valenzuela determined his injury precluded work.[2]

Between October 17 and 24, 2013, Valenzuela took 6 days of unscheduled leave without pay.[3] From October 17 to 24, 2013, Valenzuela took 6 days of unscheduled leave without pay.[4] Respondent conducted an investigatory interview with Valenzuela on

[2] Jt. Exh. 3, pps. 4 and 13.

[3] GC Exh. 5, p. 1.

[4] Ibid.

October 25, 2013.[5] On November 13, 2014, Respondent issued Valenzuela a 7-day no time off suspension for calling off work with insufficient medical documentation.[6] An informal step A grievance meeting was held on December 7, 2014.[7] The formal step A grievance meeting took place on August 28, 2014, and a step B resolution was reached on September 22, 2014.[8]

From October 28 to December 12, 2013, Valenzuela took 27 days off from work mostly listed as Absent without Leave. On January 2, 2014, Respondent gave Valenzuela a 14-Day No-Time-Off Suspension for continued failure to maintain regular attendance.[9] On January 2, 2014, Respondent wrote Valenzuela a 14-day no time off suspension for continued failure to maintain regular attendance.[10] The informal step A grievance was filed on January 8, 2014, and the informal step A meeting was conducted on January 17, 2014.[11] The formal step A meeting was held on August 29, 2014, and a step B resolution was reached September 23, 2014.[12]

In about December 2013, the United States Postal Service Office of Inspector General (USPS-OIG) conducted an investigation into Valenzuela's medical and leave issues[13] based upon a complaint by the management of the Sun Station Post Office where Valenzuela worked.

USPS-OIG investigators videotaped Valenzuela's daily activities on December 16, 17, 18, and 19, 2013.[14] On December 19, 2013, the surveillance lasted from 8 a.m. until 9 p.m. The USPS-OIG report[15] dated March 13, 2014, reflects that surveillance video was taken of Valenzuela on 10 occasions between December 16 and 19.

On February 14, 2014, USPS-OIG special agents Kristie Cathers (Cathers) and Jacqueline Cross (Cross) interviewed Valenzuela, who was represented by Union representative Malcolm Love (Love), at Sun Station. During this interview, Cathers and Cross showed Valenzuela and Love a video[16] from the December 16-19, 2013 surveillance. This video is about 5 minutes long and contains only a small percent of the total video made in the four days of surveillance. Cross and Cathers asked Valenzuela a variety of questions about the videos.

After Valenzuela and Love viewed the video, they walked outside and talked about it before going back in, with Valenzuela then answering more questions. Valenzuela was then questioned about his attendance issues in detail, including why Valenzuela could come to work sometimes but then not come to work other times. After this discussion, the USPS-OIG investigation came to an end.

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[5] Ibid. at p. 2.
[6] Ibid.
[7] Ibid.
[8] Ibid.
[9] GC Exh. 6, pp. 1-2.
[10] Ibid.
[11] Ibid.
[12] Ibid.
[13] Jt. Exh. 3.
[14] Ibid.
[15] Ibid.
[16] Jt. Exh.7.

When the USPS-OIG interview was completed, Valenzuela's manager, Johnny Diaz (Diaz) escorted Valenzuela off the job. Respondent placed Valenzuela on emergency or administrative paid leave, pending the results of the USPS-OIG Investigation.[17] Diaz explained that Valenzuela was placed on paid administrative leave because of the USPS-OIG video and the OWCP fraud allegation. Diaz admitted that he was under no obligation to put Valenzuela on leave pending investigation, but did so because of the severity of the allegations. While Diaz said that this action was not discipline, he admitted that the Union can grieve administrative leave. William Lamb (Lamb), Union formal A representative, also stated that administrative leave is a kind of paid suspension and can be grieved. The issue the Union can grieve is whether or not Respondent's decision to walk the employee of the floor at that time was appropriate. The letter[18] Valenzuela received when placed in off-duty status read:

> [y]ou have the right to file a grievance under the grievance/arbitration procedure set forth in Article 15 of the national Agreement within 14 calendar days of your receipt of this letter.

On March 13, 2014, Cathers completed the USPS-OIG Report of Investigation (ROI) on Valenzuela.

On March 25, 2014, Love filed an information request to determine if a grievance existed concerning Valenzuela with Supervisor Simpson at Sun Station.[19] Love requested a "Copy of OIG Report Abe Valenzuela" and "Copy of unedited video regarding OWCP investigation." Love checked the box on the information request form entitled, "Check if Copies Required."

Diaz was aware of the information request, but did not provide copies of the information to the Union in March or April 2014. Diaz said Tucson Postmaster Carl Grigel (Grigel) told Diaz not to provide the information.

Since Respondent failed to provide the requested information within 2 weeks of the request or hold an informal step A meeting with the Union, on April 10, 2014, Lamb filed a formal step A grievance by filing the PS 8190 form stating:

> Did the management have just cause to place the grievant in an off duty Emergency Placement Status? Did management violate the National Agreement by failing to provide requested information to support the investigation of the Emergency Placement? If not [,] what is the appropriate remedy? Contractual Provisions 16, 5, 19, JCAM[20]

Copies of the requested OIG ROI were still not provided to the Union until sometime between late May and July 2014.

On April 28, 2014, Respondent conducted an investigative meeting with Diaz, Love, Valenzuela, and Supervisor John LaFreniere (LaFreniere) present.

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[17] Jt. Exh 2.

[18] Ibid.

[19] Jt. Exh 1.

[20] Jt. Exh 4.

During the investigative interview, LaFreniere told Valenzuela and Love that they would be given an opportunity to read the OIG ROI and view the accompanying DVD.[21] When Valenzuela asked if he was going to get a copy of the OIG report and a copy of the OIG DVD, LaFreniere said that Love and Valenzuela would be able to take and review the ROI and DVD but would not be allowed to make a copy of the ROI. While Valenzuela and Love were allowed to review the ROI and DVD they were not given copies or allowed to make copies.

On May 2, 2014, Diaz issued a proposed personnel action that recommended Valenzuela be removed from the Postal Service.[22] Thereafter, on July 23, 2014, Respondent issued Valenzuela a notice of removal[23], advising him that he would be terminated on August 30, 2014.

On about May 19, 2014, Postmaster Grigel met with Union Representative Love. At this meeting, Love requested the information originally requested on March 25. Grigel said he would not be able to release the information until there was some type of action taken.

The parties stipulated that sometime between late May and June 6, 2014, Respondent also gave the Union a copy of the DVD video[24] it showed Love and Valenzuela during the April 28, 2014 investigation.[25] The video consists of about 10 discrete segments totaling only 5 minutes.

After Respondent issued its notice of removal to Valenzuela, the Union again re-requested the unedited surveillance video. In August 2014, Respondent's grievance representative Michelle Catalfomo (Catalfomo) gave a video to Lamb that she said was the unedited version. However, when Lamb viewed the video, it was the same as the previously-provided version.

2. Love's Conversation with Simpson

According to Love In April 2014, he visited Mission Station in Tucson, Arizona, to speak with Supervisor Simpson about a variety of issues, including outstanding information requests. Love said he told Simpson that if he did not receive the information, Respondent "would be looking at possible labor board charges."[26] Simpson replied, "File the labor board charges and then you'll get your information."[27]

I credit Love as his testimony was specific and detailed unlike Simpson's vague and inconsistent testimony. Simpson initially testified on direct examination that he could not recall the substance of a conversation with Love in April or May 2014.[28] The question having been repeated, Simpson denied any information request involving Love around this time.[29] Having been prompted a third time, Simpson claimed that he did remember a conversation with Love

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[21] Jt. Exh. 6, p. 1.
[22] GC Exh. 3.
[23] GC Exh. 4.
[24] Jt. Exh. 7.
[25] Jt. Exh. 12, par. II, 3, e.
[26] Tr. at p. 86, lines 8-9.
[27] Ibid. at lines 9-10.
[28] Tr. at p. 106, line 11.
[29] Ibid. at line 13.

about an information request.[30] Yet Simpson claimed he had no recollection of specifics about the conversation.[31] In the next breath Simpson claimed that he remembered the information request.[32] While denying recollection of specifics of his conversation with Love, Simpson claimed he had no recollection of the labor board being mentioned or discussed.[33] Given Simpson's lack of recall and inconsistency, I do not credit his testimony.

3. The Collective-Bargaining Agreement Provisions

It has been admitted that Respondent and the Union have had a long history of collective bargaining. Since at least November 2006, Respondent has recognized the Union as the collective-bargaining representative of its employees described in the parties' collective-bargaining agreement (CBA), effective January 10, 2013, to May 20, 2016, at article I, sections 1 through 4.[34]

The collective-bargaining agreement provides for a grievance-arbitration procedure at article 15, entitled "Grievance-Arbitration Procedure." A grievance is broadly defined "as a dispute, difference, disagreement, or complaint between the parties related to wages, hours, and conditions of employment."[35]

The collective-bargaining agreement also has an information request process at article 31, section 3 entitled, "Information":

> "[Respondent] will make available for inspection all relevant information by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. [...] Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or designee."[36]

The parties also have a Joint Contract Administration Manual (JCAM) that serves as the "definitive agreement between the Respondent and the Charging Party Union" on how to interpret the collective-bargaining agreement.[37] The JCAM lists examples of the types of information covered by article 31, section 3 of the CBA including Office of Inspector General Report of Investigation (ROI).[38]

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30 Ibid. at line 18.

31 Tr.at p. 106, lines 21-25 and p. 107 lines 1-6.

32 Tr. p. 107, line 9.

33 Tr. p. 107, lines 14-17 and page 108, lines 3-10.

34 GC Exh.1(g).

35 Jt. Exh 8.

36 Jt. Exh 10.

37 Jt. Exhs. 11 and 12.

38 Jt. Exh 11.

B. The Analysis

1. The Refusal to furnish information

An employer's duty to bargain includes a general duty to provide information needed by the bargaining representative in contract negotiations and administration. *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149, 152–153 (1956); *Caldwell Mfg. Co.*, 346 NLRB 1159, 1159 (2006). Generally, information concerning wages, hours, and other terms and conditions of employment for unit employees is presumptively relevant to the union's role as exclusive collective-bargaining representative. *Southern California Gas Co.*, 344 NLRB 231, 235 (2005). The duty to furnish information also requires a good-faith effort to respond to the request in a timely manner. *Woodland Clinic*, 331 NLRB 735, 736 (2000); *Good Life Beverage Co.*, 312 NLRB 1060, 1062 fn. 9 (1993). The Board has found relatively short delays of 14 weeks, *Pan American Grain*, 343 NLRB 318 (2004), 6 weeks, *Bundy Corp.* , 292 NLRB 671 (1989), 7 weeks, *Woodland Clinic*, 331 NLRB 735, 737 (2000), 6 weeks, *Bituminous Roadways of Colorado*, 314 MLRB 1010 (1994), 5 weeks, *Postal Service*, 332 NLRB 635 (2000), 3 weeks, *Aeolian Corp.*, 247 NLRB 1231 (1980), and 2 weeks, *Capitol Steel & Iron Co.*, 317 NLRB 809 (1995), unreasonable. The Board has held that an employer must produce requested information or provide an explanation for its refusal to do so. When an employer fails to respond to a request, it violates Section 8(a)(5) of the Act, even if the information ultimately does not exist. *USPS*, 332 NLRB 635, 639 (2000).

Having admitted in its answer, complaint paragraphs 7(d) and (e) and, having admitted in joint exhibit 12 at paragraph II, 6, complaint paragraphs 7(l) and (m), I find that Respondent violated sections 8(a)(5) and (1) of the Act by unreasonably delaying in providing the Union with information it requested on March 27, 2014, including 3996's week of inspection, 3999's week of inspection and supervisor notes, work hour/work load report 3/8/14-3/14/14, curtailed mail report 3/8/14-3/14/14, 1571's 3/8/14-3/14/14, and the Tac Everything all employees for March 26, 2014.

General Counsel argues that the Union's March 25, 2014, information request for copies of the OIG Report and unedited OIG video were presumptively relevant since by March 25, 2014, Valenzuela had three separate disputes or potential disputes outstanding, all of which involved attendance issues stemming from his purported medical condition. The OIG report was conducted at Respondent's request in response to Valenzuela's attendance issues and the investigation focused on his fitness for work and the state of his arthritic ankle injury.

Respondent contends that it was not obligated to furnish the OIG report or the video because they were confidential because of an ongoing investigation. Moreover, Respondent takes the position that it does not possess an unedited video, since the OIG, which is in possession of the video is an independent agency.

In *A-1 Door*, 356 NLRB No. 76 at 3 (2011), the Board found that in considering union requests for relevant but alleged confidential information, the Board balances the union's need for the information against any legitimate and substantial confidentiality interests established by the employer. *Detroit Edison Co. v. NLRB*, 440 U.S. 301 (1979). The party asserting confidentiality has the burden of proving that such interests exist and that they outweigh its bargaining partner's need for the information. *Jacksonville Area Assn. for Retarded Citizens*, 316 NLRB 338, 340 (1995). Further, a party refusing to supply information on confidentiality grounds has a duty to seek an accommodation. *Pennsylvania Power Co.,* 301 NLRB 1104, 1105 (1991).

In *USPS,* 306 NLRB 474, 477 (1992), a criminal investigation was conducted by the employer's postal inspectors that included an unspecified number of confidential informants. The investigation included such devices as video tapes, audio tapes, and still photographs. As a result of the investigation, the employer's postal inspectors arrested 24 persons including seven the employer's employees for alleged narcotics trafficking. Respondent placed them on emergency suspension pending further disciplinary action. The union requested of the postal inspector the investigative memoranda for the seven employees, and all other information concerning them. The document stated that the documents were requested in order to properly identify whether a grievance does or does not exist and if so, the relevancy of the document concerning the grievance/complaint.

The Board affirmed the ALJ who found the case controlled by *Pennsylvania Power Co.,* supra, where the Board balanced the employer's interest in maintaining the confidentiality of the identity of its informants in a drug use investigation of its employees and the contents of their disclosures and the union's need for information to evaluate the basis of the decision to test the employees. In *USPS* the Board and ALJ found that the Union was not entitled to the information it requested including the audio tapes and video tapes of the drug transactions and the names of the confidential informants because the videos could lead to the identification of the informants and compromise ongoing investigations. The Board further held, however, that the employer was required to furnish a summary of the informants' statements so that the union could evaluate the basis of the employer's suspicion of the disciplined employees' drug use. The Board noted, however, that the summary need not contain any information from which the identity of the informants could be ascertained. But the Board also held that when a union is entitled to information concerning which an employer can legitimately claim a partial confidentiality interest, the employer must bargain toward an accommodation between the union's information needs and the employer's justified interests. *Pennsylvania Power Co.,* supra at 1105 citing *Minnesota Mining & Mfg. Co.,* 261 NLRB 27 (1982).

Further in *Public Service Co. of Colorado*, 301 NLRB 238, 246 (1991), the Board found that the employer failed to meet its burden of demonstrating the information requested by the union was unavailable where there was no evidence it asked the third party subcontractor for the information. *Doubarn Sheet Metal*, 243 NLRB 821, 824 (1979); *United Graphics*, 281 NLRB 463, 466 (1986).

Here, there is no dispute that the information requested was presumptively relevant as it related to information potentially related to Valenzuela's ongoing employment and the ultimate basis for his termination on August 30, 2014. Thus the Union was entitled to the information requested unless Respondent could demonstrate an overriding confidentiality interest.

Respondent's primary defense is that it's confidentiality interests required that the March 13, 2014 OIG report and the concomitant videos precluded their release to the Union until it had completed its own disciplinary investigation because the release of the OIG report or the video might compromise its investigation of Valenzuela, citing *USPS* 306 NLRB 474, 477 (1992), and *Pennsylvania Power Co.,* 301 NLRB 1104, 1105 (1991).

Respondent's defense must fail for two reasons. First, it has not shown that it attempted to seek an accommodation with the Union regarding the requested information. Second it has failed to establish that its interests outweigh the Union's need for the information. Unlike *Pennsylvania Power Co*., and *USPS,* supra, Respondent has not implicated any confidential informants whose identity requires protection. Nor has Respondent shown why disclosure of the OIG report or accompanying videos would have compromised its own investigation into Valenzuela. Respondent has made no assertion that the identity of any other employee or

informant was essential to their investigation. Mere assertion of a confidentiality interest will be insufficient to establish Respondents' burden that its confidentiality interests outweigh the Union's need for information in a grievance situation. Had the Union been in possession of the report and videos it would simply have been in a better position to represent Valenzuela at the Weingarten interview.

In addition, even if Respondent were able to establish a sufficient confidentiality interest, Respondent has failed to establish that it made an effort to bargain with the Union to reach some accommodation. *Pennsylvania Power Co.,* supra.

As to Respondent's contention that it had no obligation to obtain any videos from the OIG because it is an independent agency, this argument also fails. Employers have been required to at least inquire into whether third parties are in possession of relevant information requested by a union. *Public Service Co. of Colorado,* supra. Here, the OIG conducted its investigation at Respondent's request. There is no evidence that Respondent even inquired if the OIG has an unedited video of Valenzuela. Such a failure falls short of Respondent's obligation to provide the requested information. *Public Service Co. of Colorado*, supra.

Having failed to establish it had a legitimate confidentiality interest, that it bargained with the Union over an accommodation, or that it sought an unedited video from the OIG, it has been established that Respondent was under an obligation to furnish the requested report and video.

The Union first requested the OIG report and an unedited version of the accompanying video on March 25, 2014. It was not until as late as July 2014, that Respondent furnished the Union with a copy of the report and the video. When the Union again asked for an unedited copy of the video on July 23, 2014, Respondent again furnished the same edited video in August 2014.). Respondent's failure to furnish an unedited video violated Section 8(a)(5) of the Act.

Respondent's failure to furnish the OIG report until as late as July 2014 3 months after the initial request was an unreasonable delay in furnishing necessary and relevant information to the Union. *Pan American Grain*, 343 NLRB 318 (2004); *Postal Service,* 332 NLRB 635 (2000); *Woodland Clinic,* 331 NLRB 735, 737 (2000); *Capitol Steel & Iron Co.,* 317 NLRB 809 (1995); *Bituminous Roadways of Colorado*, 314 MLRB 1010 (1994); *Bundy Corp.,* 292 NLRB 671 (1989); *Aeolian Corp*., 247 NLRB 1231 (1980). This untimely failure to furnish the OIG report violated Section 8(a)(5) of the Act.

2. The threat to withhold information

Counsel for the General Counsel contends that Simpson's statement to Love to file the labor board charges and then you'll get your information interferes with the free exercise of employees' collective rights to bargain with Respondent and is also a threat of futility. Respondent denies Simpson made this statement.

Section 8(a)(1) of the Act states:

It shall be an unfair labor practice for an employer—

> (1) to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7.

Animus or antiunion motivation and the success of any threat are not essential elements in finding a violation of Section 8(a)(1) of the Act. The Board found in *American Freightways Co.,* 124 NLRB 146, 147 (1959):

> Interference, restraint, and coercion under Section 8(a)(1) of the Act does not turn on the employer's motive or on whether the coercion succeeded or failed. The test is whether the employer engaged in conduct which, it may reasonably be said, tends to interfere with the free exercise of employee rights under the Act.

In *Public Service Co. of Colorado*, 301 NLRB 238, 241 (1991), it was found that the employer told a union steward that if he had to answer, ". . . all your petty first step grievances, I will not pay [Repsher].'' The Board affirmed the ALJ who found that the comment cast a chilling effect on the union steward's pursuit of his duties and violated Section 8(a)(1) of the Act. Here, Simpson's statement to Love amounted to telling Love that Respondent would not honor its obligation under Section 8(a)(5) of the Act to furnish information and thus chilled Love in the exercise of his duties as union steward in violation of Section 8(a)(1) of the Act.

Conclusions of Law

1. The United States Postal Service is now, and at all times herein, has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The National Association of Letter Carriers, Carl J. Kennedy Branch 704, affiliated with National Association of Letter Carriers, AFL-CIO are labor organizations within the meaning of Section 2(5) of the Act.

3. By failing and refusing to provide the Union in a timely manner with the information it requested on March 25 and 27, 2014, as found herein, the information being relevant and necessary to the Unions as the collective-bargaining representatives of the employees in the appropriate unit, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) of the Act.

Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Discharging or otherwise discriminating against any employee for supporting [*union name*] or any other union.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended.[39]

[39] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ORDER

The Respondent, United Postal Services, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with the National Association of Letter Carriers, Carl J. Kennedy Branch 704, affiliated with National Association of Letter Carriers, AFL–CIO by failing and refusing to timely provide requested information that is relevant and necessary to the Union as the collective-bargaining representative of those unit employees described in the existing collective-bargaining agreement and found appropriate for the purposes of collective-bargaining within the meaning of Section 9(b) of the Act.

(b) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Furnish the Unions with the information requested in a timely manner.

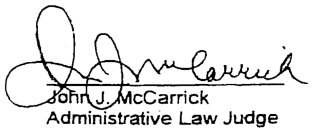
(b) Within 14 days after service by the Region, post at its Tucson, Arizona, post offices copies of the attached notice marked "Appendix." [40] Copies of the notice, on forms provided by the Regional Director for Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at such closed facilities at any time since March 25, 2015. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. *J. Picini Flooring*, 356 NLRB No. 8 (Oct. 22, 2010).

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

[40] If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. July 30, 2015



John J. McCarrick
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT tell union stewards that we will provide requested information only after a charge is filed with the Board.

WE WILL NOT fail to bargain collectively with the Union by unreasonably delaying in providing or by refusing to provide requested information that is necessary and relevant to represent the Union's unit of all employees in the bargaining unit for which it has been recognized and certified at the national level—City Letter Carriers—at our facilities located in Tucson, Arizona.

WE WILL promptly furnish information requested by the Union on March 25 and 27, 2014, that is relevant and necessary to the Union's performance of its duties as your collective bargaining representative.

UNITED STATES POSTAL SERVICE
(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

2600 North Central Avenue, Suite 1800
Phoenix, Arizona 85004-3099
Hours: 8:15 a.m. to 4:45 p.m.
602-640-2160

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/28-CA-128635 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THISNOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 602-640-2146.